

<i>SERFF Tracking Number:</i>	<i>UHLC-125998799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Unimerica Insurance Company</i>	<i>State Tracking Number:</i>	<i>41375</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L04G Group Life - Term</i>	<i>Sub-TOI:</i>	<i>L04G.500 Other</i>
<i>Product Name:</i>	<i>Benefit Portability Trust</i>		
<i>Project Name/Number:</i>	<i>Life/</i>		

Filing at a Glance

Company: Unimerica Insurance Company

Product Name: Benefit Portability Trust

TOI: L04G Group Life - Term

Sub-TOI: L04G.500 Other

Filing Type: Form

SERFF Tr Num: UHLC-125998799 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 41375

Co Tr Num:

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Author: Adamowicz Sue

Disposition Date: 01/23/2009

Date Submitted: 01/21/2009

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Life

Project Number:

Requested Filing Mode:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Filing of the group is not required in Wisconsin.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Trust

Filing Status Changed: 01/23/2009

State Status Changed: 01/23/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of Unimerica Insurance Company, we are filing the captioned policyholder for your review and approval as an eligible group to which we may issue our group life, accidental death and dismemberment, disability income and hospital indemnity forms all previously approved by your state.

The purpose of the trust is to allow insured individuals the ability to port their current coverage. Additionally, we may insure individuals under this trust who are insured under a policy that is no longer sponsored by their association.

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The master policy was issued in the situs jurisdiction of Washington, D.C. We are seeking approval of the group in your state because coverage may be issued to individuals who reside in Arkansas.

Coverage that is provided to individuals who participate in this trust is issued on the following forms:

Group Life Insurance Certificate Form Number ALI-3001-CRT A (UIC) Previously Approved on 3/30/2005

Group Accidental Death and Dismemberment Certificate Form Number ADD-6001-CRT A (UIC) Previously Approved on 9/28/2006

Group Hospital Indemnity Certificate Form Number AHI-5001-CRT A (UIC) Previously Approved on 2/9/2005

Group Disability Income Certificate Form Number ADI-4001-CRT A (UIC) Previously Approved on 1/28/2005

Included with this filing is a copy of the trust agreement and an amendment to the trust agreement in order to assist with your review

Company and Contact

Filing Contact Information

Sue Adamowicz, Compliance Consultant	Sue_Adamowicz@uhc.com
Unimerica Insurance Company	(860) 502-6565 [Phone]
Windsor, CT 06095-4730	(860) 502-6637[FAX]

Filing Company Information

Unimerica Insurance Company	CoCode: 91529	State of Domicile: Wisconsin
PO Box 150450	Group Code: 707	Company Type: Life and Health
Hartford, CT 0606115-0450	Group Name:	State ID Number:
(860) 702-6017 ext. [Phone]	FEIN Number: 52-1996029	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Per group
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Unimerica Insurance Company	\$50.00	01/21/2009	25145594

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/23/2009	01/23/2009

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Disposition

Disposition Date: 01/23/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Trust Agreement		Yes
Supporting Document	Amendment 1 to Trust Agreement		Yes

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Rate Information

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Product Name: Benefit Portability Trust
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Supporting Document Schedules

Review Status:

Satisfied -Name: Trust Agreement

01/21/2009

Comments:

please see attached

Attachment:

Portability Trust.pdf

Review Status:

Satisfied -Name: Amendment 1 to Trust Agreement

01/21/2009

Comments:

Please see attached

Attachment:

Amendment Number 1 to BPT.pdf

TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into, by and between, Unimerica Insurance Company and PNC Bank, N.A.

Unimerica Insurance Company and Riggs Bank N.A. declare and establish a Trust to be known as:

BENEFIT PORTABILITY TRUST

As used in this Trust Agreement:

“Trustee” means PNC Bank, N.A., a national bank.

“Settlor” means Unimerica Insurance Company, a corporation organized under the laws of Wisconsin.

“Trust” means this Agreement between the Settlor and the Trustee.

“Insurer” means any of the following:

- Unimerica Insurance Company
- Unimerica Life Insurance Company of California (d.b.a. Unimerica Insurance Company)
- Unimerica Life Insurance Company of New York
- United HealthCare, Inc.
- any other insurance company designated by Settlor as its affiliate through common ownership, contract, or joint marketing agreement.

“Participant” means a person who formerly had individual or group accident, sickness or disability coverage through:

- the Settlor;
- an Insurer designated by the Settlor; or
- a preceding Insurer transferring the person’s coverage to the Settlor or Insurer.

Person’s eligible to become Participants are those exercising a portability right in the preceding individual or group coverage’s plan; or as designated by the Settlor, persons whose preceding group or franchise plan has lost group sponsorship.

“Policy” or “Policies” means the group insurance policies issued by the Insurer to the trustees of the Trust in accordance with the applicable provisions of the laws regulating the business of insurance.

In consideration of the mutual covenants and agreements herein, it is hereby agreed as follows:

1. PURPOSE - This trust is established by the Settlor for the purpose of having group insurance Policies, together with any riders, endorsements or amendments thereto, issued to the Trustee by the Insurer in accordance with the applicable provisions of the laws regulating the business of insurance. The group Policies will provide for the portability of insurance coverage to Participants.

2. THE TRUST FUND - The Trust Fund shall consist of the group insurance Policies issued to the Trustee. The Policies shall be the sole assets of the Trust. The Trustee will apply for such Policies as are from time to time designated by the Settlor in writing, to the extent such applications are required. The sole responsibility of the Trustee under the Policies and under the terms of this Trust Agreement will be to hold the Policies as Policyholder. As Policyholder, the Trustee will execute the Policies if requested by the Settlor to do so, and will upon the written direction of the Settlor accept for addition to the Policies and will execute in accordance with such direction any riders, endorsements or amendments to the Policies as may be supplied to the Trustee by the Settlor.

No member, insured or other person, other than the Settlor, shall have any rights in the Trust Fund other than the right to the insurance benefits afforded thereby. No part of the Trust Fund is subject to sale, transfer, assignment, encumbrance or charge by any person without the express consent of Settlor and Trustee.

3. DUTY AND RESPONSIBILITY OF TRUSTEE - The Trustee will have the duty to act as the Policyholder of the Policies as set forth in this Trust Agreement. The Trustees shall have the right, but not the duty or responsibility, to exercise rights and options under the Policies, but solely as directed in writing by the Settlor. As Policyholder, the Trustee assumes no discretionary responsibilities and does not act as a fiduciary. Without limiting the foregoing, it is specifically agreed that:

- a) No payments under the Policies will be the responsibility of the Trustee or payable to the Trustee. Payments under the Policies will be made to the insureds, beneficiaries or other persons entitled thereto under the Policies.
- b) No person will have any financial interest in or claim against the Trust or the Trustee with respect to benefits payable under the Policies or otherwise.
- c) Neither the Trust nor the Trustee will be liable to any person for any action or failure to take action by the Settlor.
- d) The Trustee will not engage in marketing, solicitation, collection of premiums or dividends, benefit payment, record keeping, trust accounting or other administrative functions.
- e) The Trustee will have no investment powers or responsibilities or duty to preserve the assets of the Trust and will have no duty or responsibility to monitor or review the investment decisions or responsibilities, if any, of any person or organization with respect to this Trust.

- f) The Trustee will not be liable for the form, genuineness, validity, sufficiency or effects of the Policies, nor for the act of any person or persons that may render the Policies null and void. The Trustee shall have no authority to determine what Policies are held in the Trust or the terms of such Policies or control over management or disposition of such Policies.
- g) The Trustee will not be liable for any delay in any payment under the Policies resulting from any provision herein or otherwise, nor will the Trustee be liable should the Policies lapse or otherwise.
- h) The Trustee will have no responsibility in connection with the execution or approval of any document (including any application) with respect to participation in the Policies.
- i) The Trustee shall not be required to undertake or defend any litigation which may arise by reason of the existence of the Policies or this Agreement unless first satisfactorily indemnified in accordance with Section 10 of this Agreement.
- j) The Trust is not intended to constitute an “employee benefit plan” as that term is used in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Accordingly, the Trustee shall not have the responsibility for the filing of any reports, the giving of any employee notices with respect to the portability of insurance coverage, or for any other duty or responsibility of a plan sponsor, plan administrator, or fiduciary under ERISA.

4. PARTICIPATION IN TRUST – A person approved by the Settlor or an Insurer designated by the Settlor, may make written request to become a Participant under the Trust and apply for coverage under the Portability group Policy, then being offered by the Insurer to persons exercising such right under the preceding Policy from which Portability is made.

5. TRUST AGREEMENT – This Trust Agreement is solely between Settlor and Trustee. It is the desire of Settlor to create an independent organization, in the form of a trust, to hold group insurance policies to provide group coverage to approved Participants.

6. ADMINISTRATOR – The Settlor, the Insurer, or its designee, shall act as administrator of the group insurance plan(s) established under the Trust. Such administrator's duties shall include, without limitation, the following:

- a) Determination of the cost of administration of the group insurance plans;
- b) Processing applications for insurance;
- c) Preparation of premium bills;
- d) Processing of premium payments;
- e) Preparation and maintenance of records;
- f) Preparation and distribution of all notices required under the Policies; and
- g) Preparation and distribution of notices and instructions for the Trustee.

The above duties shall be in addition to the usual and customary administrative duties of Settlor attendant to its role as the issuer of policies of group disability to the Trust.

7. TERMINATION OF TRUST / REPLACEMENT OF TRUSTEE - This Trust may be terminated by written notice from the Settlor to the Trustee.

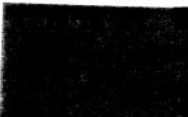
The Trustee may resign its trusteeship at any time, upon not less than 90 days written notice to the Settlor, or upon the appointment of a successor trustee by the Settlor, whichever is sooner. The Settlor may remove the Trustee at any time upon not less than 30 days written notice to the Trustee. Upon such resignation or removal, the Settlor may appoint a successor trustee to accept the trusteeship in writing. Trustee agrees to execute an assignment and/or any other documents as directed by Settlor to facilitate the transfer of the Policies to a successor trustee. Should the trust be terminated or should the Trustee resign or be removed and no successor trustee has been appointed within 30 days of the resignation or removal, the Trustee will immediately return the Policies to the Settlor and will no longer be the Policyholder thereunder. Upon transfer and delivery of the Policies to the successor trustee or the Settlor, the Trustee shall be fully released and discharged from all further obligations and liabilities hereunder, and any successor trustee shall succeed to and be vested with all of the powers, rights, discretions, obligations, and immunities conferred upon the Trustee.

No Trustee hereunder shall be obligated to review the acts, or failure to act, of any prior Trustee, nor shall any Trustee be liable for the acts, or failure to act, of any prior Trustee.

8. RELIANCE BY TRUSTEE - The Trustee may rely upon any certificate, notice or direction purporting to have been signed by or on behalf of the Settlor which the Trustee reasonably believes to be genuine. The Trustee shall not be bound by any notice or direction from the Settlor unless or until it shall have been received in writing at its office in the District of Columbia. Notices or communications from the Trustee to the Settlor shall be sent to the address identified by the Settlor to the Trustee as the appropriate one for communications regarding the Trust.

9. TRUSTEE'S FEE AND EXPENSES - The Trustee may charge a reasonable fee for its services and shall be reimbursed for any reasonable expenses incurred by it. The Trustee may, in accordance with item 10, employ legal counsel of its own choosing and shall be reimbursed for the reasonable fees incurred. All such fees and expenses, including legal fees, shall be paid by the Settlor.

10. INDEMNIFICATION OF TRUSTEE - The Trust and Trustee shall be indemnified, protected and held harmless by the Settlor against any and all costs, expenses, attorney's fees, losses, judgments and liabilities of any nature arising out of any claim, demand or cause of action, whether asserted by the Trust or Trustee against another or by another against the Trust, the Trustee or anyone else, resulting from or in any manner related to the Trust or to the Trustee serving as or having served as Trustee of the Trust or as policy holder. In addition, the Trustee shall be indemnified by Settlor for all costs, expenses and liabilities, including attorneys' fees, incurred by the Trustee in the performance of its duties hereunder. The Settlor hereby acknowledges that the forgoing indemnities shall survive the resignation or discharge of the Trustee or the termination of this Agreement.

 **ENTIRE AGREEMENT** - This Trust Agreement represents the entire agreement between the Settlor and the Trustee. It may be amended or modified only by written agreement between the Settlor and Trustee.

↙ **12. APPLICABLE LAW** - This Trust Agreement is delivered to and accepted by the Trustee in the District of Columbia and is in all respects to be governed by the laws of the District of Columbia. This Trust Agreement is duly executed 8/4/ 2005, by:

SETTLOR: Unimerica Insurance Company

BY: Rozna Usher

TITLE: Vice President

TRUSTEE: PNC Bank, N.A.

BY: Larry O. Harris

TITLE: Vice President

AMENDMENT NUMBER 1 TO THE BENEFIT PORTABILITY TRUST

The Benefit Portability Trust was made and entered into as of the fourth day of August 2005, by and between Unimerica Insurance Company (Settlor) and PNC Bank, N.A. (Trustee).

Under authority provided by Paragraph 11 the Trust agreement is amended by deleting the definition of Participant and replacing it with the following:

“Participant” means a person who formerly had individual or group coverage through:

- the Settlor;
- an Insurer designated by the Settlor; or
- a preceding Insurer transferring the person’s coverage to the Settlor or Insurer.

Persons eligible to become Participants are those exercising a portability right in the preceding individual or group coverage plan; or as designated by the Settlor, persons whose preceding group or franchise plan has lost group sponsorship.

The Trustee and Settlor below hereby evidence their agreement to the above amendment.

Acceptance by Trustee, PNC Bank, N.A

Representative’s Name (please print)

Representative’s Signature

Title

Date

Acceptance by Settlor, Unimerica Insurance Company

Representative’s Name (please print)

Representative’s Signature

Title

Date